

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER		PAGE 1 OF 10	
2. CONTRACT NO GS-001-10-AA-C-0254	3. AWARD/EFFECTIVE DATE SEP 28, 2010	4. ORDER NUMBER	5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE		7. OFFER DUE DATE/ LOCAL TIME	
7. FOR SOLICITATION INFORMATION CALL: a. NAME Customer Service		b. TELEPHONE NUMBER (No collect calls) (816) 926-7287	
9. ISSUED BY CENTRAL OFFICE CONTRACTING DIVISION 1800 F STREET, NW ROOM G-241 WASHINGTON DC 20405		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBBONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(a) NAICS: SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 0	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RF3	15. ADMINISTERED BY CENTRAL OFFICE CONTRACTING DIVISION 1800 F STREET, NW ROOM G-241		
17a. CONTRACTOR/ OFFEROR CODE 00029243 FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
MICROSOFT CORPORATION 5404 WISCONSIN AVE SUITE 600 CHEVY CHASE MD 208156900			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT
23. UNIT PRICE	24. AMOUNT		
Please	see continuation page for line item details.		
(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT (For Govt. Use Only) 50.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. RFVAPI 1 OFFER DATED AUG 12, 2010 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: RF1	
30a. (b) (6)		31a. (b) (6)	
30b. NAME AND TITLE OF SIGNER (Type or print) Global Service Delivery	30c. DATE SIGNED 11-9-2010	31b. NAME OF CONTRACTING OFFICER (Type or print) Rene'e Ballard 202-501-8925	31c. DATE SIGNED SEP 28, 2010

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STANDARD FORM 1449 (REV. 3/2005)
 Prescribed by GSA - FPMR (48 CFR) 53.212

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>This no cost contract incorporates the "Amendment to Microsoft Corporation's Terms of Service for Bing Applicable to Governmental Users", executed by GSA on 07/19/10 and by Microsoft on 08/04/10. Public document can be found: https://forum.webcontent.gov/?page=TOS Bing</p> <p>MICROSOFT CORPORATION response dated Aug.12, 2010 per request for information</p> <p>No Cost Contract</p> <p>DELIVERY DATE: 09/20/2010</p> <p>SHIP TO:</p> <p>OFFICE OF CITIZEN SERV & COMMUNICATIONS (OCSC)</p> <p>1800 F ST NW</p> <p>ROOM 6121</p> <p>WASHINGTON DC 20405-0001</p>	0.00	EA	0.00	0.00

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**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 1 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of Clause)

Child Labor

B. 2 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)

(a) "Applicability." This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$70,079 or more; or

(4) Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or the United Kingdom and the anticipated value of the acquisition is \$203,000 or more.

(b) "Cooperation with Authorities." To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) "Violations." The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) "Remedies."

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of Clause)

Prohibition of Segregated Facilities

B. 3 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of Clause)

Equal Opportunity

B. 4 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) "Definition." "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.
- (End of Clause)

E.O. for Special Disabled Veterans

B. 5 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [SEP 2010]

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Disabled veteran" means--

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means--

(1) Any employee--

- (i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;
- (ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (iii) Who customarily and regularly directs the work of two or more other employees; and
- (iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20 percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

- (i) Recruitment, advertising, and job application procedures.
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- (iii) Rate of pay or any other form of compensation and changes in compensation.
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- (v) Leaves of absence, sick leave, or any other leave.
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- (viii) Activities sponsored by the Contractor including social or recreational programs.
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring

any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include--

(1) Withholding progress payments;

(2) Termination or suspension of the contract; or

(3) Debarment of the contractor.

(g) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

(End of Clause)

Affirmative Action for Workers with Disabilities

B. 6 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(a) "General."

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) "Postings."

(1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) "Noncompliance." If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) "Subcontracts." The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of Clause)

Employment Reports for special Disabled Veterans

B. 7 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b) (2) and (b) (3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of Clause)

Restrictions of Certain Foreign Purchase

B. 8 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States. (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.
(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 1
2. AMENDMENT/MODIFICATION NO. PS01	3. EFFECTIVE DATE June 13, 2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A		
6. ISSUED BY General Services Administration 1275 First St NE Washington, D.C. 20417	CODE MVF	7. ADMINISTERED BY (If other than item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Microsoft Corporation 5404 Wisconsin Ave Suite 600 Chevy Chase MD 208156900			(J)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-001-10-AA-C-0254	
				10B. DATED (SEE ITEM 11) 11/10/2010	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (C) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER Specify type of modification and authority)
X FAR 43.103(a)(3) Bilateral, FAR 52.217-9 (a)(b) - Option to Extend Services.
- E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Purpose of this modification is to extend the period of performance of this No Cost Contract. The period of performance for services is extended from June 13, 2011 thru June 12, 2012 (one year) with two option years. The Government reserves the right regarding the exercise of any option year. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) GREGORY M MYERS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Hughes	
15B. CONTRACTOR/CES/OP (b) (6)	15C. DATE SIGNED 9/15/2011	16B. UNITED STATES OF AMERICA (b) (6)	16C. DATE SIGNED 10/24/11
(Signature of person authorized to sign)		BY	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PS02
3. EFFECTIVE DATE 08/13/2012
4. REQUISITION/PURCHASE REQ. NO. N/A
5. PROJECT NO. (if applicable) N/A
6. ISSUED BY CODE 4705
7. ADMINISTERED BY (if other than Item 6) CODE 4705

General Services Administration
Central Office Contracting Div. (H1EA)
1275 First Street N. E.
Washington, DC 20417

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Microsoft Corporation
5404 Wisconsin Ave.
Suite 800
Chevey Chase, MD 20816900
attn: Susie Adams
(703) 873-7701
susie.adams@microsoft.com

(X) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. GS-001-10-AA-C-0254
10B. DATED (SEE ITEM 13) 09/28/2010

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
☒ D. OTHER (Specify type of modification and authority)
FAR 52.217-9, Option to Extend Services

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Government hereby exercises the no-cost Option Year 2 for the period of performance beginning June 13, 2012 through June 12, 2013.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

James D. Miller

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Emil Loczko, Jr.

15B. CONTRACTOR/OFFEROR

(b) (6)

(Signature of person authorized to sign)

15C. DATE SIGNED

06/05/12

16B. UNITED STATES OF AMERICA

(b) (6)

16C. DATE SIGNED

05/16/2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO PS-03	3. EFFECTIVE DATE JUNE 13, 2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (IF APPLICABLE)	
Code		7. ADMINISTERED BY (If other than item 6) Code		
GENERAL SERVICES ADMINISTRATION GOVERNMENT CONTRACTING DIVISION 1275 FIRST STREET NE - 7TH FLOOR WASHINGTON, DC 20417				
8. Name and Address of Contractor (No., street, county, State and ZIP Code) MICROSOFT CORPORATION 5404 WISCONSIN AVENUE SUITE 600 CHEVEY CHASE, MD 20816		(x)	9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-001-10-AA-C-0254	
			10B. DATED (SEE ITEM 13) 9/28/2010	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended
Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) 52.232-4@ Changes

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return one (1) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise the No Cost Contract Option Year 3, for the period of performance beginning June 13, 2013 through June 14, 2014.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Scott Thatcher General Mgr.</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vivian M. Fields Contracting Officer	
15B. CONTRACTOR/OFFEROR BY <i>(b) (6)</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/8/2013	16B. UNITED STATES OF AMERICA BY <i>(b) (6)</i>	16C. DATE SIGNED 5/14/2013

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
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FAR (48 CFR) 53.243

INSTRUCTIONS

Instructions for items other than those that are self-explanatory are as follows:



May 14, 2012

SUBJECT: Designation of the Contracting Officer's Technical Representative (COR),
Contract No. GS00I-10-AA-C-0254 with Microsoft Corporation

Name of Designee Ammie Farraj Feijoo
Office: USASearch Program Manager
General Services Administration
1275 First Street, NE
Washington, DC 20417

Dear Ms. Feijoo:

1. You are hereby designated as the Contracting Officer's Representative (COR) for administration of the subject contract.
2. During the period of contract performance, you will insure that the contractor is in compliance with all technical aspects of the contract and submits required reports in a timely manner, as specified in the contract. If contractor performance is not satisfactory or deliverable items not delivered as required by the contractor, immediately advise the Contracting Officer of the facts in writing. In addition, you are required to provide evaluation of contractor performance to be used for source selection in the format and at the times designated by the Contracting Officer. Specific instructions will be provided with the request for evaluation.
3. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain the reputation for fair and equal dealings with all contractors.
4. A COR, who may have direct or indirect financial interest which would place the COR in a position where there is a conflict between the COR's private interests and the public interests of the United States, shall advise their supervisor and the Contracting

your designation is revoked for any reason before completion of this contract, turn your records over to the successor COR or obtain disposition instructions from the Contracting Officer. If you are to be reassigned or separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR.

9. You shall post and maintain all records relevant to this contract and transfer these records as required. As a minimum, the COR files shall contain:
 - a. Copy of COR designation letter, any changes to that letter and a copy of any termination letter;
 - b. Copy of contract, delivery orders (if applicable) and modifications thereto;
 - c. Copy of the applicable quality assurance (QA) surveillance plan;
 - d. All correspondence initiated by authorized representatives concerning performance of the contract, to include copies of contractor performance evaluations;
 - e. The names and position titles of individual who serve on the contract administration team;
 - f. A record of inspections performed and the results;
 - g. Memoranda for record or minutes of any performance conferences;
 - h. Memoranda for record or minutes of any performance conferences;
 - i. Memoranda for record or minutes of any meetings and discussions with the contractor or others pertaining to the contract or performance;
 - j. Applicable laboratory test reports;
 - k. Records relating to the contractor's quality control system and plan and the results of the quality control effort;
 - l. Documentation pertaining to your acceptance of performance or services, including reports and other data.
10. Within thirty (30) days of completion of the contract, receipt of notification of a personnel action which would preclude your continuing effectively as COR, or termination of your designation by the Contracting Officer, you shall submit to the Contracting Officer, an evaluation discussing the timeliness and quality of performance; the contractor's compliance with the statement of work and terms of the contract; specific problems encountered during the life of the contract and the resolution of those problems; and a statement describing the use made of the services or products obtained under this contract and their value to the Government.
11. The addressee and contractor shall acknowledge receipt of this delegation on the following page and return the acknowledgement to the Contracting Officer at the address below.

GENERAL SERVICES ADMINISTRATION
CENTRAL OFFICE CONTRACTING DIVISION
ATTN: DONNA C. HUGHES, CONTRACTING OFFICER
1275 FIRST STREET, NE
WASHINGTON, DC 21417

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. PS-004		3. EFFECTIVE DATE JUNE 14, 2014		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (IF APPLICABLE)	
Code GENERAL SERVICES ADMINISTRATION GOVERNMENT CONTRACTING DIVISION 1800 F Street NW WASHINGTON, DC 20405				7. ADMINISTERED BY (If other than Item 6) Code GENERAL SERVICES ADMINISTRATION GOVERNMENT CONTRACTING DIVISION 1800 F Street NW WASHINGTON, DC 20405			
8. Name and Address of Contractor (No., street, county, State and ZIP Code) MICROSOFT CORPORATION 5404 WISCONSIN AVENUE SUITE 600 CHEVY CHASE, MD 20816 CAGE CODE: 60128				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-001-10-AA-C-0254	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 13) 9/28/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.217-9(b) - Option to Extend Services

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to extend the period of performance for this "No Cost" contract for the Bing API with supporting services ScopeID and SuperFresh. The period of performance for services is extended from June 14, 2014 to December 14, 2014 - (6 months).

All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print) R. Scott Thatcher GM, Fed Sales		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vivian M. Fields Contracting Officer	
15B. CONTRACTOR/OFFEROR BY (b) (6) (Signature of person authorized to sign)	15C. DATE SIGNED 5/20/14	16B. UNITED STATES OF AMERICA VIVIAN Digitally signed by: VIVIAN FIELDS DN: CN = VIVIAN FIELDS, C = US, O = U. S. Government, OU = General Services Administration Date: 2014.05.22.20:08:19 -0500 BY FIELDS (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-162-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
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INSTRUCTIONS

Instructions for items other than those that are self-explanatory are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9. (Amendment of Solicitation No.—Dated), and 10. (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Date). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting Classification _____
Net increase \$ _____

(2) Accounting classification _____
Net decrease \$ _____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet."

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UFC) section headings from the applicable solicitation or contract. The UFC table of contents, however, shall not be set forth in this document

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$ _____

(ii) Total contract price decreased by \$ _____

(iii) Total price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract termination for the convenience of the Government, the entry in Item 14 of the modification may be limited to—

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements

STANDARD FORM 30 BACK (REV. 10-83)
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO PS-005	3. EFFECTIVE DATE DECEMBER 15, 2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (IF APPLICABLE)	
Code		7. ADMINISTERED BY (If other than Item 6)	Code	
GENERAL SERVICES ADMINISTRATION GOVERNMENT CONTRACTING DIVISION 1800 F Street NW WASHINGTON, DC 20405		GENERAL SERVICES ADMINISTRATION GOVERNMENT CONTRACTING DIVISION 1800 F Street NW WASHINGTON, DC 20405		
8. Name and Address of Contractor (No. street, county, State and ZIP Code) MICROSOFT CORPORATION 5404 WISCONSIN AVENUE SUITE 600 CHEVY CHASE, MD 20816		CAGE CODE: 60128	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-001-10-AA-C-0254 10B. DATED (SEE ITEM 13) 9/28/2010	
CODE	FACILITY CODE		X	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF :
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9(b) - Option to Extend Services

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return two (2) copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to extend the period of performance for this "No Cost" contract for the Bing API with supporting services ScopeID and SuperFresh. The period of performance for services is extended from December 15, 2014 to June 14, 2015 - (6 months).

All other terms and conditions remain unchanged.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>R. Scott Thatcher</i> <i>General Manager, William Gov.</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vivian M. Fields Contracting Officer	
15B. CONTRACTOR/OFFEROR (b) (6)	15C. DATE SIGNED <i>11/21/14</i>	16B. UNITED STATES OF AMERICA VIVIAN BY FIELDS (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
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INSTRUCTIONS

Instructions for items other than those that are self-explanatory are as follows:

August 3, 2010

Request for Information to Gain Access to Application Program Interfaces from Commercial Search Engine

1.0 SUBJECT

Request for Information (RFI) to provide no-cost access to commercial search engine application program interfaces (APIs).

2.0 SUMMARY

The General Services Administration's Office of Citizen Services & Innovative Technologies (OCSIT) invites interested parties to submit a written response to the attached RFI. The RFI's intent is to obtain the rights for USA Search Services and its associated Affiliates websites to access commercial web search engine application program interfaces (API) to help the public find information from federal, state, local, territorial and tribal government web sites.

3.0 BACKGROUND INFORMATION

Launched in September 2000, USA.gov (formally FirstGov.gov) allows the public to find official government information through the USA.gov portal, connecting to the National Contact Center where emails or frequently asked questions can satisfy their need, or through using the search functionality provided through Search.USA.gov. The OCSIT, IT Solutions and Services Division brought the USA Search Program in house to better support the general public. The USA Search Program is on the brink of significant expansion by offering its services to its varied constituencies (federal, state, local, tribal, territorial government web sites).

This Request for Information seeks access to commercial web APIs, including but not limited to a government-wide web search index. The OCSIT's USA Search Program will use the web index to provide the public access to search millions of government documents using up to 20 million queries per year. The OCSIT also operates an Affiliates Program that allows other government agencies to leverage the USA Search service. Presently, there are approximately 300 affiliate web sites that submit 40 million queries per year. The OCSIT expects to double affiliate traffic to 80 million queries per year by the end of the next fiscal year. The affiliate index will be a subset of the USA Search that currently encompasses approximately 10 million pages.

The leading commercial search engine providers are offering more and more APIs, at no cost, to developers who wish to integrate web services within their own applications. In many circumstances, government agencies cannot use free commercial services because of the incompatibility of Terms of Service with government regulations. While the purpose of this RFI is to obtain access to a commercial web search engine index, the OCSIT would like to obtain the rights to access additional web services that the respondents offers for free to web developers. Potential services include, but not limited to, images, news, related searches, spell checking, and video. Additionally, the USA Search seeks the rights to access future APIs that commercial search engines offer for free to other communities.

The purpose of this RFI is to ask for expressions of interest from the entire community of interested parties. This RFI seeks information from any provider that wishes to offer a no-cost solution for access to a government-wide web index to be available for use no later than

September 15, 2010. Parties are free to include access to other APIs should they deem it appropriate.

For purposes of this RFI, GSA seeks a no-cost contract. The no-cost solution must not be tied to required, ancillary fee-based products or services. That is, the OCSIT must be able to use the product at a maximum level of technical functionality without being required to purchase ancillary services and products from the offerer, although the offerer may offer support for configuration, setup and other initial tasks, also at no cost. The no-cost solution must not restrict GSA or other agencies to one provider, and any government agency should be able to discontinue at any time without legal or financial commitments. The OCSIT cannot accept a no-cost solution if the provider's intent is to provide the solution for no-cost now, and then begin charging OCSIT at a later date.

4.0 OBJECTIVES

Ideally, OCSIT is looking for no-cost access to APIs solutions that will provide the following capabilities:

- A search service that is capable of crawling and indexing the following document types, at a minimum: HTML, PDF, Microsoft Word, Microsoft Excel, and Microsoft PowerPoint.
- A search service that updates indexes on regular cycles (e.g. daily, weekly, etc., dependent on popularity and frequency of content changes on specific URLs) to ensure the most current document versions are being indexed. The search service must crawl and index commonly visited and other popular sites more frequently than other sites. Additionally, sites on which content changes often must be crawled more frequently than others.
- The API will have the ability to retrieve results in a common format such as, but not limited to JSON, XML, and SOAP.
- The API shall provide access to the following features:
 - Automatic spell check suggestions
 - Normalization of indexed words so that users are able to enter search words or phrases with or without punctuation, spaces, and/or diacritics and retrieve same items
 - Suggested searches based on user's search query
 - Ability to view cached versions of indexed pages from the search results pages
 - Search term highlighting in result listing summaries
 - Advanced search options providing user the ability to narrow searches by language, file format, date, occurrences, domain, and to perform guided Boolean searching.
 - UTF-8 index encoding to support all language characters
- The service shall be capable of handling 20 queries per second (qps) from Search.USA.gov and its affiliated domains.
- The commercial web index provider will not have the ability to place any content such as advertising on the search engine results pages (SERPs), but the vendor may place a logo next to the web search results for branding purposes.
- The search service requires 99.5% uptime with responses returned in under 1.5 seconds.
- The search service provider, at their sole discretion, will allow the OCSIT to use other services available through an API with the same uptime requirements as the web index.

- The search service shall allow for the modification of a seedlist (a list of government sites that the OCS wishes to include in the USA Search Service). Presently, there are over 5000 unique URLs that comprise the current seedlist of the USA Search Service, including all .gov, and .mil domains, plus a list of other government sites falling under different top-level domains.
- The search service shall have the ability to recognize Spanish queries and serve Spanish language results and Spanish language spelling corrections.
- The OCSIT would like to have the ability to offer its affiliate customer's access to a Search.USA.gov API that may use content from the offerer's search service.

5.0 SAMPLE RESPONSE OUTLINE

Following is a suggested outline and page counts for a response to this RFI. This outline is intended to minimize the respondent's effort and structure responses to facilitate analysis by the government. Nevertheless, respondents are free to develop their responses as they see fit.

1. Company Information and Expertise (1-4 pages)

- Briefly describe your company, headquarters location, products and services, history, ownership, leadership, financial information, and any other facts and figures you deem relevant.
- Provide company name and address, and two points of contact, including name, title, phone, fax, and e-mail address.
- Describe any projects that you've been involved with that are similar in scope and concept to what is described in this RFI, and any relevant lessons learned.

2. The Offering (5-12 pages)

The government is seeking responses from qualified providers that address the following. You are invited to answer these bullets. You may answer each question individually or provide a consolidated answer to related questions. Also, you may provide references to any information accessible to the government that address these directed topics (e.g. web pages or additional materials). The government appreciates focused responses for each topic.

- What do you offer at no cost that would meet the government's needs for a government-wide web index to allow the public to search across the millions of publicly available government documents? Please be specific as to what is offered at no cost and clearly differentiate it from any other services that do not meet the criteria laid out in the final paragraph of Section 3.0.
- What other APIs may the OCSIT access on a no-cost basis?
- How does this solution meet the objectives listed in Section 4.0?
- Are you offering a no cost solution that will not require the government to pay for this solution in the future? For example, are you offering a perpetual no-cost license?
- How long has the API existed?
- What services are currently available through your APIs? That is, what functionality is available for Search.USA.gov to present to the public?
- What are the near term improvements, if any, of your search service?
- What administrative capabilities, if any, are inherent in the service?

- What user testing have you done on your product to increase user performance and satisfaction?
- What is the maximum number of queries per second you support?
- Describe your application suite's update or patch release cycle?
- Describe security measures to protect your infrastructure against unauthorized access to or unauthorized alteration, disclosure or destruction of data. For example, is your hosting infrastructure under a SAS 70 examination?
- Describe any service outages in the past year.
- What analytics or reporting, if any, are provided as part of the offering?
- Are regular, planned updates/upgrades to the product part of the offering?

Section 3 – Additional Materials

- Provide any other materials, suggestions, and discussion you deem appropriate.

No Pricing Information: Since GSA is seeking information for a no-cost solution, no pricing should be provided. You should only describe exactly what it is you are offering the government at no cost.

The total written response should not exceed 15 pages.

8.0 CONTACT INFORMATION and INFORMATION EXCHANGE

All information received in response to this RFI marked Proprietary will be handled accordingly. Responses to the RFI will not be returned. Responders are solely responsible for all expenses associated with responding to this RFI.

Following is the individual point of contact for this RFI.

Submit all questions regarding this RFI via e-mail to **Helen.Ballard@gsa.gov**

Helen R. Ballard
Contracting Officer
GSA
1800 F St NW, Room 4020
Washington, DC 20405
Helen.ballard@gsa.gov

Please submit responses to this RFI via e-mail in Microsoft Office format by **5:00 PM on 08/12/2010** to the above point of contact. You may also submit supplemental hardcopy materials such as brochures, etc. to the point of contact.

If GSA is interested in the solution you offer, we will contact you. You may be requested to provide additional information or details based on your initial submittals. GSA will consider meeting individually about this RFI with respondents based on the

information submitted in response to this RFI. If GSA engages in such meetings, it will provide that opportunity equally to all respondents. GSA reserves the right to move forward with one solution, more than one solution, or no solution at all, in response to this RFI.

Hi Herb,

No worries. I've sent to my team for review and should have this back to you later this week.

Thanks!

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (b) (6)



From: herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]

Sent: Tuesday, September 28, 2010 1:12 PM

To: Susie Adams

Subject: Fw: Microsoft Response to Commercial Search Engine API Sources Sought

Importance: High

Sorry Ms. Adams your response to our RFI was Aug 11, 2010. It's the end of the month and I'm moving faster than my fingers.

Herb Connell

Acquisitions Analyst Lead

Contractor

Office of GovernmentWide Policy

Office of Government Policy Initiatives

Central Office Contracting Division (MCD)

General Services Administration

Room 3140, 1800 F Street NW

Washington, DC 20405

email: herbert.connell@gsa.gov

(202) 208-1045/fax (202) 501-3161

----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 09/28/2010 01:10 PM -----

Herbert W.

Connell/CONTRACTOR/ACMD/CO/GSA/GOV

09/28/2010 01:09 PM

To Susie Adams <Susie.Adams@microsoft.com>@GSAEXTERNAL

cc

Subje RE: Microsoft Response to Commercial Search Engine API Sources

ct Sought [Link](#)

Good morning Ms. Adams, could you please review and sign the attached No Cost Contract per your Request for Information Response dated Sept. 16, 2010. Once I receive the signed document I will have my Director Ms. Renee Ballard sign the final document and resend it to you for your records. Should you have any questions regarding this document please feel free to e-mail or call me at your convenience.

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

09/16/2010 09:16 AM

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>

cc

Subjec RE: Microsoft Response to Commercial Search Engine API Sources

t Sought

Hi Herb,

Here you go... 794506865

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (b) (6)

O (b) (6)



From: herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]

Sent: Wednesday, September 15, 2010 3:49 PM

To: Susie Adams

Subject: Re: Microsoft Response to Commercial Search Engine API Sources Sought

Importance: High

Good afternoon Ms. Adams, could you forward your Duns# as soon as possible. I want to ensure the correct one is used when our processing is complete.

Herb Connell
Acquisitions Analyst Lead
Contractor

Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

08/11/2010 09:59 AM

To "herbert.Connell@gsa.gov" <herbert.Connell@gsa.gov>
cc "diane.taylor@gsa.gov" <diane.taylor@gsa.gov>
Subject Microsoft Response to Commercial Search Engine API Sources Sought

Dear Herbert,

Microsoft is pleased to submit this proposal to the GSA in response to the Commercial Search Engine API sources sought. In this document, we share Microsoft's approach to search, known as "Bing". Bing provides, for free, a feature-rich API that will be able to meet the requirements outlined in this sources sought as well as enhance the experience that American citizens have with their federal government. In addition to the proposal, we are also including a CR Crawl Frequency document to provide a more detailed description on the MSNBOT crawl functionality.

If you have any questions or need additional information regarding this proposal, please contact Susie Adams at (b) (6). Thank you for taking the time to read this document, and we look forward to hearing from you about the next steps in the process.

Regards,

Susie Adams

Susie Adams

Chief Technology Officer | Federal Civilian Agencies and IGO's

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)



Document.tif NO COST_MICROSOFT.pdf





Mary S.
Deffily/XCE/CO/GSA/GOV

11/17/2010 02:30 PM

To Karen Y. Wilkins/CONTRACTOR/XCE/CO/GSA/GOV

cc

bcc

Subject Fw: GSA Bing Contract

Mary Sue Deffily
Office of Citizen Services & Innovative Technologies
IT Solutions & Services
1800 F Street, NW
Washington, DC 20405
202-219-1372

Access Official Government Information
www.USA.Gov, USASearch or 1-800-FED-INFO

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— Forwarded by Mary S. Deffily/XCE/CO/GSA/GOV on 11/17/2010 02:29 PM —



Herbert W.
Connell/CONTRACTOR/ACM
D/CO/GSA/GOV

11/03/2010 10:46 AM

To Susie Adams

<Susie.Adams@microsoft.com>@GSAEXTERNAL

cc Betsy Chapman <betsyc@microsoft.com>, Greg Myers
<grmyers@microsoft.com>, Kathryn Mihalich

<kmihalic@microsoft.com>, "mary.deffily@gsa.gov"

<mary.deffily@gsa.gov>

Subject GSA Bing Contract

Good morning Ms Adams, per our conversation this morning, I have attached the revised Form 1449 and included only the mandatory requirements per the standard services. My apologies for the inconvenience. After your review please sign blocks 30a, 30b and date block 30c. Should there be any additional questions or concerns from Legal please feel free to call or e-mail me at your convenience.

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration

Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

Susie Adams
<Susie.Adams@microsoft.com>

11/02/2010 09:00 AM

To "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, "herbert.connell@gsa.gov"
<herbert.connell@gsa.gov>
cc Kathryn Mihalich <kmihalich@microsoft.com>, Greg Myers <grmyers@microsoft.com>,
Betsy Chapman <betsyc@microsoft.com>
Subj GSA Bing Contract
ect

Mary Sue and Herb,

Again I apologize for the delay. After review by our legal team we determined that we can not comply with all the statutory flow downs. In the general course we can and do agree with the mandatory requirements below (as reflected in our standard Services SF 1449 package):

52-222-3, Convict Labor
52-222-19, Child Labor
52.222-21, Prohibition of Segregated Facilities
52.222-26, Equal Opportunity
52.222-35, E.O. for Special Disabled Veterans
52.222.36, Affirmative Action for Workers with Disabilities
52.222.37, Employment Reports for Special Disabled Veterans
52.225-13, Restrictions of Certain Foreign Purchases

It is our understanding that the FAR allows the CO to check specific statutes to be incorporated. We would like to request a new SF1449 checking only these statutes.

I will call you later this morning Mary Sue to discuss.

Susie

Susie Adams
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal
Microsoft Corporation
Reston, VA (Bing Maps)
C (703) (b) (6)
O (b) (6)



MICRSOFT NO Cost Form 1449.pdf



Mary S.
Deffily/XCE/CO/GSA/GOV
11/16/2010 09:20 AM

To Karen Y. Wilkins/CONTRACTOR/XCE/CO/GSA/GOV
cc
bcc
Subject Fw: Commercial Search Engine API Sources Sought Award
Doc

for the contract file.

Mary Sue Deffily
Office of Citizen Services & Innovative Technologies
IT Solutions & Services
1800 F Street, NW
Washington, DC 20405
202-219-1372


Access Official Government Information
www.USA.Gov, USASearch or 1-800-FED-INFO

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----- Forwarded by Mary S. Deffily/XCE/CO/GSA/GOV on 11/16/2010 09:20 AM -----



Herbert W.
Connell/CONTRACTOR/ACM
D/CO/GSA/GOV
11/10/2010 09:56 AM

To Susie Adams
<Susie.Adams@microsoft.com>@GSAEXTERNAL
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, Renee
Ballard/ACMD/CO/GSA/GOV@GSA
Subject Commercial Search Engine API Sources Sought Award Doc


Good morning Ms. Adams, I have attached the Award Document signed by the Director for your files.
Thank you for your patience and consideration during this process.

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405

email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

11/10/2010 08:00 AM

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>

cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>

Subject RE: Microsoft Response to Commercial Search Engine API Sources
t Sought

Hi Herb,

No problems. Our signing authority was out Monday and Tuesday.

Here is the signed copy.

Sorry for the delay.

From: herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]

Sent: Monday, November 08, 2010 12:08 PM

To: Susie Adams

Subject: Fw: Microsoft Response to Commercial Search Engine API Sources Sought

Importance: High

Ms. Adams just a reminder regarding the status of my revision to the appropriate clauses added to the No Cost contract resubmitted to Microsoft. Please inform me if there are any existing problems with approval.

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
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(202) 208-1045/fax (202) 501-3161

----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 11/08/2010 12:04 PM -----

Herbert W.
Connell/CONTRACTOR/ACMD/CO/GSA/GOV

To Susie Adams <Susie.Adams@microsoft.com>@GSAEXTERNAL
cc

10/28/2010 09:24 AM

Subje RE: Microsoft Response to Commercial Search Engine API Sources
ct Sought Link

Good morning Ms. Adams, I hate to be a thorn in your side, however I wanted to check on the status of my earlier request. Sorry for the inconvenience.

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>
cc

10/10/2010 10:02 AM

Subjec RE: Microsoft Response to Commercial Search Engine API Sources
t Sought

Hi Herb,

I should be able to get this back to you early this week. I apologize. I've been out and a few things have slipped thru the cracks.

Susie Adams
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal
Microsoft Corporation
Reston, VA (Bing Maps)
C (703) (b) (6)

O (703) 673-7701



From: herbert.connell@gsa.gov [<mailto:herbert.connell@gsa.gov>]
Sent: Friday, October 08, 2010 9:49 AM
To: Susie Adams
Subject: RE: Microsoft Response to Commercial Search Engine API Sources Sought
Importance: High

Ms. Adams, just checking on the status of the review?

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

09/28/2010 03:44 PM

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>
cc
Subject RE: Microsoft Response to Commercial Search Engine API Sources
t Sought

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**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B. 1 52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of Clause)

Child Labor

B. 2 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)

(a) "Applicability." This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$70,079 or more; or

(4) Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or the United Kingdom and the anticipated value of the acquisition is \$203,000 or more.

(b) "Cooperation with Authorities." To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) "Violations." The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) "Remedies."

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of Clause)

Prohibition of Segregated Facilities

B. 3 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of Clause)

Equal Opportunity

B. 4 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) "Definition." "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.
- (End of Clause)

E.O. for Special Disabled Veterans

B. 5 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [SEP 2010]

(a) Definitions. As used in this clause--

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Disabled veteran" means--

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means--

(1) Any employee--

- (i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;
- (ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (iii) Who customarily and regularly directs the work of two or more other employees; and
- (iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20 percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General.

(1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

- (i) Recruitment, advertising, and job application procedures.
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
- (iii) Rate of pay or any other form of compensation and changes in compensation.
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
- (v) Leaves of absence, sick leave, or any other leave.
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3587, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
- (viii) Activities sponsored by the Contractor including social or recreational programs.
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR Part 60-300, Subpart C.

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring

any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include--

(1) Withholding progress payments;

(2) Termination or suspension of the contract; or

(3) Debarment of the contractor.

(g) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance.

(End of Clause)

Affirmative Action for Workers with Disabilities

B. 6 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(a) "General."

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) "Postings."

(1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) "Noncompliance." If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) "Subcontracts." The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of Clause)

Employment Reports for special Disabled Veterans

B. 7 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)

(a) Definitions. As used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans' Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b) (2) and (b) (3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of Clause)

Restrictions of Certain Foreign Purchase

B. 8 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States. (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>. (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts. (End of Clause)



Ammie Farraj-Feijoo <amy.farrajfeijoo@gsa.gov>

Fwd: Fw: GSA/Bing Sync

1 message

Erik Arnold <erik@searchsi.com>

Tue, Aug 2, 2011 at 2:50 PM

To: Ammie Farraj-Feijoo <amy.farrajfeijoo@gsa.gov>

Bing API approval

----- Forwarded message -----

From: <mary.deffily@gsa.gov>

Date: Wed, Nov 3, 2010 at 8:44 PM

Subject: Fw: GSA/Bing Sync

To: Erik Arnold <erik@searchsi.com>, Ajaipal Virdy <jayvirdy@gmail.com>

Fyi

Mary Sue Deffily

Program Manager

Citizen Services Web Solutions

Office of Citizen Services

1800 F Street, NW

Washington, DC 20405

202-219-1372

From: Elizabeth Hill [Elizabeth.Hill@microsoft.com]

Sent: 11/03/2010 11:42 PM GMT

To: Susie Adams <Susie.Adams@microsoft.com>; Mary Deffily

Cc: Search Partner Support <spbsupp@microsoft.com>

Subject: RE: GSA/Bing Sync

One additional update on item 2c.

We tested the Superfresh URL provided by Erik Arnold - erik@searchsi.com, (<http://search.usa.gov/Superfresh.xml>). That URL is giving us a 404 error message. We sent a message to Erik and are waiting to hear back.

Thanks,

Elizabeth

From: Elizabeth Hill

Sent: Wednesday, November 03, 2010 3:42 PM

To: Susie Adams; 'mary.deffily@gsa.gov'

Cc: Search Partner Support

Subject: RE: GSA/Bing Sync

Hi Susie and Mary,

Please forward these notes on as appropriate as I don't have all the e-mail addresses and let me know if I've missed anything. It was nice meeting you all today and I look forward to working with you!

1. Need to associate an OCSIT contact with the GSA AppID. Mary will send the appropriate alias we should use for this and Elizabeth will add it to our records.
2. Procedures for ScopeID and Superfresh.
 - a. Updates - once per quarter.
 - b. Requests for support or issue reporting should be sent to spbsupp@microsoft.com (Search Partner Support)
 - c. Superfresh feed submitted to Bing, Elizabeth researching status of that and will provide additional detail.
 - d. Working on some updated documentation about both Superfresh and ScopeID that will be provided in the next few weeks.
3. Technical resource to discuss any anomalies. GSA technical contact is Loren Siebert. Bing contact is spbsupp@microsoft.com. Mary to send e-mail addresses, and we will make appropriate connections.
4. Using the Bing API with GSA affiliates is fine. spbsupp@microsoft.com should be notified of possible significant traffic increases with additional affiliates.
5. Caching for most popular queries. Per the TOU, this is allowed for the intermediate purpose allowed in 2(b). I believe your described use meets those TOU requirements. Please be aware that caching may prevent the most current results/content from being presented.
6. The API calls from GSA should be changed from using <http://api.search.live.net> to <http://api.bing.net> as soon as possible. Please let us know when this might be completed.
7. API Anomalies with q=sss site:.gov . What is happening is that just using scopeid "collapses" the host, and that is why we're only seeing a couple results. There are several ways to prevent this:
 - e. Add a site: operator, which you had discovered. So the query <http://www.bing.com/search?q=%28scopeid%3APatentClass%29+%28site%3Auspto.gov%29> will give you what you need
 - f. In the API there is a DisableHostCollapsing flag that he can set in the web options.
 - g. Append &hc=0 to disable host collapsing
8. Latency issue - Elizabeth will make appropriate technical connections between Bing and Loren Siebert once she has Loren's e-mail address.
9. GSA will unblock those sites being blocked by robots.txt (<http://www.eric.ed.gov/>, <http://www.ncbi.nlm.nih.gov>, <http://thomas.loc.gov>), which will help improve our indexing.
10. GSA will look into providing a Zone File for .gov, .mil and .edu domains. Information on Zone Files can be found [here](#).
11. Elizabeth has escalated the inappropriate content issue to key folks internal to MSFT again and will keep you posted.
12. Mary has advised that there will be a Search Conference sponsored by Dave McClure, the GSA political appointee. They would like Bing to attend and potential participate in conference activities. The agenda is not yet set, but Mary will keep us posted. The audience is Government agencies and Reporters/Media. Once we have additional detail on the agenda, Bing will investigation attendance/next steps.
13. Susie and Mary to work on a joint press release announcing the deal once the contract is signed.

Let me know if you have any questions.

Elizabeth Hill | Senior Program Manager | (b) (6)



-----Original Appointment-----

From: Elizabeth Hill

Sent: Thursday, October 28, 2010 5:34 PM

To: Elizabeth Hill; Susie Adams; mary.deffily@gsa.gov

Subject: GSA/Bing Sync

When: Wednesday, November 03, 2010 11:00 AM-12:00 PM (UTC-08:00) Pacific Time (US & Canada).

Where: Via Phone

Hi everyone,

Please feel free to forward to others as needed.

Conf. Call Info:

Dial In Numbers: 1-425-706-3500 or
1-888-320-3585

Conference ID: 2135679

Agenda

- Introductions
- Review of open issues
- Next Steps
- Other

Looking forward to it.

Elizabeth



Mary S.
Deffily/XCE/CO/GSA/GOV
11/17/2010 02:30 PM

To Karen Y. Wilkins/CONTRACTOR/XCE/CO/GSA/GOV
cc
bcc
Subject Fw: Commercial Search Engine API Sources Sought Award Doc

Mary Sue Deffily
Office of Citizen Services & Innovative Technologies
IT Solutions & Services
1800 F Street, NW
Washington, DC 20405
202-219-1372


Access Official Government Information
www.USA.Gov, USASearch or 1-800-FED-INFO

Notice: This e-mail, along with any attachments, may contain confidential and/or privileged U.S. Government information, and is not for release, review, or retransmission, dissemination, or use by anyone other than the intended recipient(s) and is intended solely for the addressee(s). Please do not forward or print this without permission. If you have received this in error, please reply immediately and delete this message. Thank you.

—— Forwarded by Mary S. Deffily/XCE/CO/GSA/GOV on 11/17/2010 02:30 PM ——



Herbert W.
Connell/CONTRACTOR/ACM
D/CO/GSA/GOV
11/10/2010 09:56 AM

To Susie Adams
<Susie.Adams@microsoft.com>@GSAEXTERNAL
cc "mary.deffily@gsa.gov" <mary.deffily@gsa.gov>, Renee
Ballard/ACMD/CO/GSA/GOV@GSA
Subject Commercial Search Engine API Sources Sought Award Doc


Good morning Ms. Adams, I have attached the Award Document signed by the Director for your files.
Thank you for your patience and consideration during this process.

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov

Related to changes to Bing
Terms of Service



Amy Farraj
Feljoo/XCE/CO/GSA/GOV
05/24/2011 09:09 AM

To Karen Wilkins
cc
bcc

Subject Fw: Follow-up to call last week CRM:0005073

Karen, Please also put this email and a print out of the attachment in the contract folder.

Thanks,
Ammie

----- Forwarded by Amy Farraj Feljoo/XCE/CO/GSA/GOV on 05/24/2011 09:09 AM -----



Amy Farraj
Feljoo/XCE/CO/GSA/GOV
05/17/2011 12:09 PM

To "Charles Landau (Xtreme Consulting Group Inc)"
<v-cland@microsoft.com>@GSAEXTERNAL
cc Search Partner Support <spbsupp@microsoft.com>
Subject RE: Follow-up to call last week CRM:0005073

Charles,

#3. Attached is a modified redesign of our search results per your comments below to make it clear which results are being provided by USA.gov.

#4. Yes, we also get good results when searching for stop words using quotes (with or without a limiter). The issue is that most of our users don't use quotes. When not using quotes, the search returns good results without a limiter, but poor results as soon as a ScopeID or site limiter is added. Because USASearch uses both the ScopeID and site limiter (scopeID:usagovall OR site:*.gov OR site:*.mil), all of our results are poor. Notably, results for some stop words are okay:

to be or not
i am

where as, these aren't:

this is it
at will

Lastly, I go by "Ammie," even though GSA has "Amy" in my email from address.

Ammie



SERPv3-2011_05_17.jpg

Ammie Farraj Feljoo
USASearch Deputy Program Manager
Office of Citizen Services and Innovative Technologies
U.S. General Services Administration
202-219-1437 (office) | (b) (6) cell)
ammie.farrajfeljoo@gsa.gov

Search.USA.gov—the U.S. government's official search engine

"Charles Landau (Xtreme Consulting Group Inc)" <v-cland@microsoft.com>



"Charles Landau (Xtreme Consulting Group Inc)"
<v-cland@microsoft.com>

05/16/2011 06:09 PM

To "amy.farrajfeijoo@gsa.gov" <amy.farrajfeijoo@gsa.gov>

cc Search Partner Support <spbsupp@microsoft.com>

Subject RE: Follow-up to call last week CRM:0005073

Ammie,

I seem to get good results when I enclose the search term in " ".....

<http://www.bing.com/search?q=%22at+will%22+site%3A.gov&form=QBRE&filt=all&qsn=&sk=&sc=8-19>

No worries (re Charlie). Do you go by "Amy" or "Ammie"?

Charles Landau : [Bing : v-cland@microsoft.com](mailto:v-cland@microsoft.com)

From: amy.farrajfeijoo@gsa.gov [mailto:amy.farrajfeijoo@gsa.gov]

Sent: Friday, May 13, 2011 12:17 PM

To: Charles Landau (Xtreme Consulting Group Inc)

Cc: Search Partner Support

Subject: RE: Follow-up to call last week CRM:0005073

Charles ,

#3. We'll get back to you with a modified redesign per your comments below.

#4. For the search on at will, note how the results go to general home page results as soon as a ScopeID or site limiter is added. We'd expect results with the term as a phrase to appear at the top of the results (as they do without the limiters).

Examples of not-so-relevant homepage results:

<http://www.bing.com/search?q=at+will+site%3A.gov>

<http://www.bing.com/search?q=at+will+site%3A.org>

<http://www.bing.com/search?q=at+will+site%3A.com>

<http://www.bing.com/search?q=at+will+scopeid%3Ausagovall>

Examples of relevant results for queries on at will:

<http://www.bing.com/search?q=at+will>

<http://www.bing.com/search?q=%22at+will%22+site%3A.gov>

<http://www.bing.com/search?q=%22at+will%22+scopeid%3Ausagovall>

As you can see from the above queries, there are relevant results for at will tenacy and at will employment on government pages, but none of these results are returned at the top of the web results on either Bing or Search.USA.gov for a search on at will.

Search.USA.gov -- <http://search.usa.gov/search?sc=0&query=at+will>

Bing with our parameters --

<http://www.bing.com/search?q=%28at+will%29+%28scopeid%3Ausagovall+OR+site%3Agov+OR+site%3Aamil%29>

Ammie

Ammie Farraj Feijoo
USASearch Deputy Program Manager
Office of Citizen Services and Innovative Technologies
U.S. General Services Administration
202-219-1437 (office) | 202-341-5792 (cell)
ammie.farraifeijoo@gsa.gov

Search.USA.gov—the U.S. government's official search engine

P.S. Sorry for calling you "Charlie" in an earlier note.

"Charles Landau (Xtreme Consulting Group Inc)" <y-clang@microsoft.com>

To "amy.farraifeijoo@gsa.gov" <amy.farraifeijoo@gsa.gov>, "Search Partner Support" <spbsupp@microsoft.com>

cc

Subject: Follow-up to call last week CRM:0005073
ect

05/13/2011 01:41 PM

Hi Amy,

I believe #1 & 2 below are currently in process. For 3-5:

#3 – For your redesign, we need to make sure it's clear which results are being provided by Bing (and which aren't). I'm not sure that's clear from the screenshot you sent. Would it be possible to put USA.gov content in a different section, or otherwise indicate that it's not from Bing?

#4 – Can you please send or indicate some examples of the odd results you're seeing here?

#5 – ScopeID currently only supports retrieval of web content.

Charles Landau : Bing : y-clang@microsoft.com

From: amy.farraifeijoo@gsa.gov [<mailto:amy.farraifeijoo@gsa.gov>]

Sent: Thursday, May 12, 2011 10:27 AM

To: Search Partner Support



Ammie Farraj-Feijoo (XT) <ammie.farrajfeijoo@gsa.gov>

Re: White House launch critical items

1 message

Ammie Farraj Feijoo <ammie.farrajfeijoo@gsa.gov>

Fri, Oct 7, 2011 at 8:21 AM

Reply-To: ammie.farrajfeijoo@gsa.gov

To: Susie Adams <Susie.Adams@microsoft.com>

Cc: "Welsch, Peter" <Peter_A_Welsch@who.eop.gov>, "Cochran, Tom" <Thomas_E_Cochran@oa.eop.gov>

Bcc: Highrise Dropbox <dropbox@34804322.usasearch.highrisehq.com>, ammie.farrajfeijoo@gsa.gov

Yes, thank you. We'll fix the attribution to say "Results by <Bing Logo>" when we move the logo to the bottom of the search results pages.

On Thu, Oct 6, 2011 at 4:28 PM, Susie Adams <Susie.Adams@microsoft.com> wrote:

Hi Ammie,

It's fine that it's on the bottom of the page but it should say "Results by <Bing Logo>. Not Web Results By.

Hope this helps...

From: Ammie Farraj Feijoo [<mailto:ammie.farrajfeijoo@gsa.gov>]

Sent: Tuesday, October 04, 2011 3:55 PM

To: Susie Adams

Cc: Welsch, Peter; Cochran, Tom

Subject: Re: White House launch critical items

Susie,

Thanks again for setting up the meeting last month among our teams. I have one more follow-up question for you regarding the White House's launch critical items.

Can the "Web results by Bing" logo be moved to the bottom of the search results page as shown in the attached mockup?

Regards,
Ammie

Ammie Farraj Feijoo

USASearch Program Manager

General Services Administration

202-219-1437 | ammie.farrajfeijoo@gsa.gov

On Thu, Sep 8, 2011 at 3:04 PM, Susie Adams <Susie.Adams@microsoft.com> wrote:

Thanks for your call earlier today and for agreeing to help arrange a meeting with the you, the Bing team, the White House (I've copied Tom and Pete above), and us. Below are some of the launch critical items that the White House identified. The item we need your assistance with is the provision of the date data in the API to allow for the ability to narrow by date.

- ability to control the styling of the search results page (color, font, size, etc) - possibly by CSS, but acceptable to tell you what the styles are
- ability to filter by the following four content types (assuming by URL) - note: this is not file type (eg, PDF, DOC, XLS)
 - Blog posts – whitehouse.gov/blog
 - Press briefings – whitehouse.gov/the-press-office
 - Video – whitehouse.gov/photos-and-videos/video
 - Photos – whitehouse.gov/photos-and-video/photogallery
- ability to narrow by date (when searching Bing, we see past 24 hrs, past week, past month and all results)
- CNAME DNS capability to use search.whitehouse.gov instead of search.usa.gov
- move the "results by Bing" to the bottom of the page

Thanks for your assistance.

Regards,
Ammie

Ammie Farraj Feijoo
[USASearch Program Manager](#)
General Services Administration
[202-219-1437](tel:202-219-1437) | ammie.farrajfeijoo@gsa.gov

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Ammie Farraj Feijoo
[USASearch Program Manager](#)
General Services Administration
[202-219-1437](tel:202-219-1437) | ammie.farrajfeijoo@gsa.gov

Hi Herb,

No worries. I've sent to my team for review and should have this back to you later this week.

Thanks!

Susie

Susie Adams
Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal
Microsoft Corporation
Reston, VA (Bing Maps)
C (703) (b)
O (b) (6)



From: herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]
Sent: Tuesday, September 28, 2010 1:12 PM
To: Susie Adams
Subject: Fw: Microsoft Response to Commercial Search Engine API Sources Sought
Importance: High

Sorry Ms. Adams your response to our RFI was Aug 11, 2010. It's the end of the month and I'm moving faster than my fingers.

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

----- Forwarded by Herbert W. Connell/CONTRACTOR/ACMD/CO/GSA/GOV on 09/28/2010 01:10 PM -----

**Herbert W.
Connell/CONTRACTOR/ACMD/CO/GSA/GOV**

09/28/2010 01:09 PM

To Susie Adams <Susie.Adams@microsoft.com>@GSAEXTERNAL
cc
Subje RE: Microsoft Response to Commercial Search Engine API Sources
ct Sought Link

Good morning Ms. Adams, could you please review and sign the attached No Cost Contract per your Request for Information Response dated Sept. 16, 2010. Once I receive the signed document I will have my Director Ms. Renee Ballard sign the final document and resend it to you for your records. Should you have any questions regarding this document please feel free to e-mail or call me at your convenience.

Herb Connell
Acquisitions Analyst Lead
Contractor
Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

09/16/2010 09:16 AM

To "herbert.connell@gsa.gov" <herbert.connell@gsa.gov>
cc
Subjec RE: Microsoft Response to Commercial Search Engine API Sources

t Sought

Hi Herb,

Here you go... 794506865

Susie

Susie Adams

Chief Technology Officer | Technical Strategy Sales Lead | Microsoft Federal

Microsoft Corporation

Reston, VA (Bing Maps)

C (703) (b) (6)

O (703) (b) (6)

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From: herbert.connell@gsa.gov [mailto:herbert.connell@gsa.gov]

Sent: Wednesday, September 15, 2010 3:49 PM

To: Susie Adams

Subject: Re: Microsoft Response to Commercial Search Engine API Sources Sought

Importance: High

Good afternoon Ms. Adams, could you forward your Duns# as soon as possible. I want to ensure the correct one is used when our processing is complete.

Herb Connell
Acquisitions Analyst Lead
Contractor

Office of GovernmentWide Policy
Office of Government Policy Initiatives
Central Office Contracting Division (MCD)
General Services Administration
Room 3140, 1800 F Street NW
Washington, DC 20405
email: herbert.connell@gsa.gov
(202) 208-1045/fax (202) 501-3161

Susie Adams <Susie.Adams@microsoft.com>

08/11/2010 09:59 AM

To "herbert.Connell@gsa.gov" <herbert.Connell@gsa.gov>
cc "diane.taylor@gsa.gov" <diane.taylor@gsa.gov>
Subject Microsoft Response to Commercial Search Engine API Sources Sought

Dear Herbert,

Microsoft is pleased to submit this proposal to the GSA in response to the Commercial Search Engine API sources sought. In this document, we share Microsoft's approach to search, known as "Bing". Bing provides, for free, a feature-rich API that will be able to meet the requirements outlined in this sources sought as well as enhance the experience that American citizens have with their federal government. In addition to the proposal, we are also including a CR Crawl Frequency document to provide a more detailed description on the MSNBOT crawl functionality.

If you have any questions or need additional information regarding this proposal, please contact Susie Adams at (b) (6). Thank you for taking the time to read this document, and we look forward to hearing from you about the next steps in the process.

Regards,

Susie Adams

Susie Adams

Chief Technology Officer | Federal Civilian Agencies and IGO's

Microsoft Corporation

Reston, VA ([Bing Maps](#))

C (703) (b) (6)

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